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19 *Attorneys for Defendants Broadcom Inc., Broadcom*
20 *Corporation and Avago Technologies International*
21 *Sales Pte. Limited*

22 SAMSUNG ELECTRONICS CO., LTD.

23 Plaintiff,

24 v.

25 BROADCOM INC., BROADCOM
26 CORPORATION, AND AVAGO
27 TECHNOLOGIES INTERNATIONAL
28 SALES PTE. LIMITED,

29 Defendants.

30 CASE NO. 3:24-cv-03959-LB

31 **DECLARATION OF PHILIP BLUM
32 IN SUPPORT OF DEFENDANTS'
33 ADMINISTRATIVE MOTION TO
34 FILE UNDER SEAL PORTIONS OF
35 THEIR MOTION TO DISMISS AND
36 SUPPORTING EXHIBITS**

1 I, Philip L. Blum, declare as follows:

2 1. I am an attorney and Deputy General Counsel of Broadcom Inc.
 3 2. I have sufficient personal knowledge of the facts set forth herein that if called as a
 4 witness I could and would testify competently to those facts under oath. In making this declaration,
 5 I expressly reserve all attorney-client and work product privileges and protections.

6 3. I make this declaration pursuant to Civil Local Rule 79-5 in support of Defendants'
 7 Administrative Motion to File Under Seal Portions of Their Motion to Dismiss and Supporting
 8 Exhibits.

9 4. **Exhibit 1** filed in support of Defendants' Motion to Dismiss is the Strategic
 10 Agreement entered into between Samsung Electronics Co., Ltd. ("Samsung") and Broadcom
 11 Corporation and Avago Technologies International Sales, Pte, Ltd., (collectively, "Broadcom")
 12 relating to the supply of certain components by Broadcom to Samsung. This agreement contains
 13 numerous highly confidential, specifically negotiated business terms, including those affecting
 14 pricing, proprietary technical support, commitments with respect to intellectual property, and
 15 others relating to Broadcom's supply of components to Samsung. Broadcom views these sorts of
 16 agreements and their terms as highly confidential, proprietary business information and routinely
 17 seeks to keep them shielded from public disclosure. Indeed, an NDA between Broadcom and
 18 Samsung governed the Strategic Agreement.

19 5. **Exhibit 2** filed in support of Defendants' Motion to Dismiss is the Termination
 20 Agreement entered into between Samsung and Broadcom. This is also a negotiated, confidential
 21 business agreement between the parties.

22 6. Broadcom and its counterparties maintain the details of their business relationships
 23 and contracts in the strictest confidence and Broadcom would be harmed by public disclosure of
 24 this information, particularly to competitors and to future counterparties such as customers and
 25 suppliers. Competitors could use disclosure of pricing or other terms to try to negotiate deals that
 26 would undercut Broadcom's and its counterparties' agreements, and place Broadcom at a
 27 significant competitive disadvantage when negotiating future deals. Future counterparties could
 28 gain a negotiation advantage by identifying the baseline terms that they believe Broadcom might

1 be open to in the future, and cause Broadcom significant harm such as lower profitability.
2 Competitors and future counterparties would gain insight into Broadcom's closely-guarded
3 business strategies and competitive decision making and be armed with the strategies Broadcom
4 uses to maintain and enhance its competitive standing and could change their own business
5 practices in response, which would threaten Broadcom's competitive position in the marketplace.
6 The terms of the Strategic Agreement and Termination Agreement are some of the most
7 commercially sensitive information Broadcom maintains, such that there are no less restrictive
8 alternatives available to protect the information that Broadcom seeks to file under seal.

9 I declare under penalty of perjury that the foregoing is true and correct.

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12 Executed on August 28, 2024, in Melville, New York.

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15 Philip Blum

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